

having authority to do so, to a *bona fide* purchaser without notice, and the court recognizing the validity of the title of the purchaser, decided that the banks should make good the trust fund, provided, it was not reimbursed by the parties who received the money from the purchasers. It was suggested in the argument that that case differed from this, because, in that, the question was supposed to be between the trustees and the purchaser, whilst in this it is between the purchaser and the stockholders. But the decision that the banks should make good the trust fund in that case, was of course, a decision that the stockholders should make it good, the latter being in effect the banks.

The ground of the decision was, that the banks having notice of the trusts with which the stock was clothed, and its officers being the trustees of the stockholders, could not, without making the bank responsible, by negligence or mistake, allow the title to pass by a transfer by any others than by those having competent authority to do so.

So in this case, the trustees were the trustees of the stockholders, and if they suffer stock to be transferred to a *bona fide* purchaser, without notice, by a person not having authority to make the transfer, the loss, in a contest between such purchaser and the stockholders ought to fall upon the latter. This appears to me the clear equity of the case, and I shall so order.

The petitions and exceptions also object to the allowance to the administrator of B. I. Cohen, and as by the agreement it is admitted, that this exception is well taken, the costs of the petition and exceptions will be allowed.

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THOS. G. PRATT, for Exceptants.

R. W. GILL, for Cohen.